

**The Montana Department of Administration –
State Information Technology Services Division**

Request for Information

**Electronic Content Management System
(ECMS)**

17 January 2014



Submitted to:

Montana Department of Administration
State Information Technology Services Division
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1.0 COMPANY QUALIFICATIONS

1.1 Company Background

Privia LLC has been providing content and document management, proposal management, and team collaboration systems for Federal, State, and Commercial organizations for nearly two decades. Privia is the leading software solution for secure, integrated Content Management and automated Business Process Workflow for routing and approval in a common workspace. We are a certified small business located just outside of Washington, D.C. in Herndon, Virginia with customers across the globe.

Privia's Cloud based Enterprise Content Management System not only meets but exceeds the State of Montana's requirements

- Document Imaging for importing scanned information compatible with multi-functional devices
- Complete Content Management capabilities able to integrate with Microsoft Office applications
- Automated Workflows both simple and complex that can be user defined while also providing tracking, notifications, and e-signature capabilities
- Records Management functionality including retention, searching, reporting, auditing, and tracking
- E-Form services that support e-signatures and public-facing e-forms

Privia 042

For the State of Montana, we are partnering with SpringCM to offer a cloud content services platform making it easy to share documents, collaborate around content, streamline business processes with automated workflows, and deliver better business outcomes. SpringCM is an Enterprise Content Management company that provides cloud document management and workflow solutions for businesses and other organizations.

As a spinoff of SpringCM in the fall of 2011, Privia maintains an extremely strong and interlocking relationship with SpringCM. Together, we provide our customers with access to the highest level of management from both firms and outstanding customer support. As a team, we are able to customize our solution for the State of Montana making it possible to meet, or exceed, all objectives of the requested Enterprise Content Management System (ECMS).

SpringCM is the award winning market leader in enterprise class, cloud based ECM and workflow solutions. We have been classified as visionary in Gartner's ECM Magic Quadrant for the past four years and are listed as one of the 100 companies that matter most for knowledge management for the past six years. Figure 1 reflects a few recent awards and acknowledgements received in the industry.



Figure 1. A proven leader in the Industry and Best Practices





1.2 Similar Projects

Privia and SpringCM have experience with numerous projects similar to the scope and size of the State of Montana’s ECMS. SpringCM helps global brands and public sector agencies—Google, Facebook, Department of Energy, National Renewable Energy Laboratory, Stars and Stripes, and the Commonwealth of Virginia, among others—solve content-related problems that stand in the way of optimizing revenues, cutting costs, mitigating risk and engaging customers and employees.

Figure 2 shows a few SpringCM customers that have experienced the benefits of a centrally located cloud based content management system.



1 Privia 013

Figure 2. SpringCM’s ECMS provides organizations of all types and complexities benefit from a collaborative work environment while decreasing risks and lowering costs

Below we list three recent customer projects where Privia handle the Project Management and Implementation of SpringCM’s cloud based content management software solution. As a team we are able to provide the best possible solution for government and commercial customers.

1.3 Customer References

The projects on the following pages are joint efforts similar to our proposed solution for the State of Montana. We believe these projects closely represent the type of software installation the State is looking for with an ECMS. The organizations below have been able to achieve immediate cost savings and productivity by utilizing our solution.

We are providing customer contact information along with a brief description of the implementation/solution provided.

Privia’s long standing experience providing Federal and State government with cutting edge technology while adhering to strict timelines, requirements, and government budgets makes our ECMS cloud based solution the best choice for the State of Montana.





Reference One – Privia Project Management and Implementation / SpringCM Solution

<i>The U.S. Department of Energy's National Renewable Energy Laboratory (NREL)</i>	
Company Name:	NREL
Customer Contact Person:	Laura Hughes
Address:	15013 Denver West Parkway Golden, CO 80401
Contact Phone:	(303) 384-7347
Contact Email:	laura.hughes@nrel.gov
Implementation Date	September 2012
Description of the components implemented:	
 <p>The U.S. Department of Energy's National Renewable Energy Laboratory (NREL), the only national laboratory exclusively dedicated to the advancement of renewable energy and energy efficiency technologies from concept to commercial application, chose Privia LLC to provide the organization with an Enterprise Content Management (ECM) system.</p> <p>Under the contract, Privia implemented cloud content services as the core platform to automate NREL's publications collaboration and approval process and provide access to documents via a searchable database. The laboratory processes approximately 4,000 papers, reports, articles, brochures and other materials annually. The majority of these works are eventually published and stored in the NREL Publications Database.</p>	
Partners Utilized	SpringCM
Total Amount of Contract	\$499,520.00
Annual Maintenance Amount	N/A

Reference Two – Privia Project Management and Implementation / SpringCM Solution

<i>Virginia Department of Corrections</i>	
Company Name:	Virginia Department of Corrections
Customer Contact Person:	Michael Gillis
Address:	1111 E. Broad Street Richmond, VA 23219
Contact Phone:	804-339-2065
Contact Email:	Michael.Gillis@vadoc.virginia.gov
Implementation Date	December 2010
Description of the components implemented:	
 <p>Privia worked with the Finance Department representatives of the Virginia Department of Corrections (DOC) to define requirements related to invoice processing and Accounts Payable.</p> <p>In the existing system, The DOC Department of Finance received invoices at 220 different locations across the Commonwealth of Virginia (the Commonwealth) by mail or fax. Unit locations would then have to forward the invoices, also by mail, fax, or email, to the DOC Department of Finance for processing, validation, and entry into the state's accounting system. The delays associated with this process cost the Commonwealth significant dollars due to lost prompt-pay discounts. Additionally, tracking and managing the payment process was time consuming and error prone.</p> <p>Privia met with key members of the Department of Finance including the CFO, the Finance Director, the AP Manager, and several AP Technicians to define an improved business flow and solution based on the cloud ECM solution. All vendors are now required either to send invoices directly to a scanning location where they are scanned and indexed directly to the system, or to email and fax folders directly within the solution. Thus, headquarters knows immediately about invoices. Invoices uploaded to the system or received via fax or email folders can be automatically routed and tracked. Ingestion into</p>	





Virginia Department of Corrections	
<p>these folders automatically initiate approval workflows and index values captured through entry or OCR scanning help guide the appropriate assignment of invoices to AP Techs.</p> <p>The AP administrators for each of the 220 DOC units can now access invoices through the central repository and upload appropriate supporting documentation directly into the system using internet access and the web-enabled cloud ECM solution. It is also used to generate reports and tickler notices to make sure that prompt-pay discount schedules are met. The DOC is considering putting their Human Resources employee evaluation and personnel records as a next implementation.</p>	
Partners Utilized	SpringCM
Total Amount of Contract	\$56,370.00
Annual Maintenance Amount	N/A

Reference Three – Privia Project Management and Implementation / SpringCM Solution

Stars and Stripes	
Company Name:	Stars and Stripes
Customer Contact Person:	Catharine Giordano
Address:	529 14th Street NW Washington, DC
Contact Phone:	(202) 761-0862
Contact Email:	giordano.catharine@stripes.com
Implementation Date	In process with final completion date of January 2014
	<p>Description of the components implemented: Stars and Stripes, the independent media organization for the U.S. military community, selected Privia, LLC to provide the organization with an Enterprise Content Management (ECM) system.</p> <p>Under the contract, Privia is currently in process implementing SpringCM's content cloud services as the central platform to manage Stars and Stripes' wealth of content. Once completed, Stars and Stripes will have the ability to easily manage published and unpublished content, in any format. They will also grant users around the world the ability to quickly and easily search, retrieve, and manage archive content. This implementation is scheduled to be completed January 2014 at which point Stars and Stripes will have available the majority of its past editions from 1948 through 1999 online and available at the Stars and Stripes Digital Archives.</p>
Partners Utilized	SpringCM
Total Amount of Contract	\$288,000.00
Annual Maintenance Amount	N/A





2.0 SOLUTION OVERVIEW

Privia recommends a security-accredited, cloud based Software as a Service (SaaS) solution using the SpringCM Enterprise Content Management System. Privia’s pre-built services are designed for quick and easy configuration and integration to meet the State’s business objectives while maintaining the highest levels of security as reflected in Figure 3. As a cloud based platform, Privia’s COTS solution provides the most efficient and cost-effective ECMS available for government entities.

	<p>Certified, Audited & Involved</p> <ul style="list-style-type: none"> • Customer-driven SAS 70 Type II / SOC 1 • TRUST-E / VeriSign / Encryption • Industry Involvement (FedRAMP) • Members of Cloud Security Alliance / RSA / SafeNet  
	<p>Datacenter & Platform Security</p> <ul style="list-style-type: none"> • Security Controlled by the Client • Support SOX, GLBA, FERPA, etc. • SSO, User/Group/Folder security level
	<p>Confidentiality, Integrity, Availability</p> <ul style="list-style-type: none"> • Policies, Procedures, Threat modeling, Training • Backups of Data, Getting it back, Disaster Recovery • Ongoing Monitoring and SLA's – Integrated • Underpinned by Contract, Liability, Communications

Privia 033

Figure 3. Security and integrity of your data is our top priority

Privia proposes a comprehensive solution that will elegantly manage the State of Montana’s Security and Permissions, File storage and management, Records/Archives and retention schedules, automated Workflow (both simple and complex), advanced Search, Reporting, and Integration capability. Our solution allows for exceptional configurability providing easy-to-use, non-technical configuration interfaces using a highly user-friendly interface. All of these features and functions are unified in a single cloud based software platform enabling the State to reduce costs by not having to procure expensive on-premise hardware, and taking on the associated maintenance costs.

Data Migration

Privia’s ECMS provides a Simple Object Access Protocol (SOAP) based API that may be accessed via .NET and Java protocols, and REST is now supported as well. Integration with in-house databases is something we have done for nearly every enterprise customer and is something we consider part of the average customer implementation.

Privia’s ECMS will maintain the integrity of the State of Montana’s current data through migration by exporting existing database assets in the current systems to flat files for importing. As the files are imported, parameters can be set to categorize the data into the operational requirements as set forth in the original database.





Files can be imported into the new ECMS in a variety of formats including PDFs, email, scanned hardcopies, online portals/browser uploads, faxes, FTP, S/FTP, XML, CSV, and web services. Content may be uploaded using Inbound Email, Browser Upload, Drag and Drop from Desktop, SpringCM Business Sync, and Inbound Fax. Data Import may be accomplished via XML, CSV, or web services.

3.0 SOFTWARE MODULES

Privia's cloud based application combines many different out-of-the-box features into one complete solution. We offer functionalities such as document management, collaboration, commenting, routing and approval, reporting, dashboards, check-in/check-out, e-signature, OCR, mobile access, notifications and more as part of our base solution. These pre-built features can be easily configured to meet the State's needs.

Depending on the final requirements of the ECMS for the State of Montana, some add-on modules and third party applications may be needed. For example the following RFI requested capabilities are available through add-on modules and third party applications.

- ▶ Optical Character Recognition (OCR) – add-on module
- ▶ Intelligent Character Recognition (ICR) – available through a third party application
- ▶ Optical Mark Recognition (OMR) – available through a third party application
- ▶ Optical Bar Code Reader (OBR) – add-on module
- ▶ Mobile Capture – smart phones and other mobile devices – available through a third party application

Privia provides customization of our solution through our Professional Services at an additional \$175 per hour. During the Fit Gap Analysis phase, we will determine what options are available and what customization, if any, may be needed to create an ECMS specifically for the State of Montana. No work will begin without the State's approval and a signed statement of work in place.

4.0 LICENSING OPTIONS

Privia's COTS solution is an enterprise-level system encompassing a subscription-based model. A customer purchases access to the software for a standard two (2) year period with invoicing completed annually, net 30 days. The software subscription fee is per user/per year based on volume pricing. This subscription-based model decreases overall expenses, while providing a very rapid implementation timeline for the customer.

Privia has provided a sample software license and maintenance agreement as an attachment to this response. This agreement sets forth the terms pursuant to which a customer may purchase subscriptions to SpringCM's proprietary, online-hosted "Enterprise Content Management" software applications and platform solutions. You pay a subscription fee for the software licenses needed based on the number of users, not the services used.

Storage

Privia's ECMS is able to store more than 5 million documents and is highly optimized for many Terabytes of data storage. Our solution stores all content in its native format, including all Metadata that is native to the content type. Since Privia offers a SaaS-based solution, we will manage all storage, backup, retrieval, optimization, maintenance, and monitoring activities for the State of Montana.





5.0 ESTIMATED COSTS

Cost Overview

Our solution is a subscription-based model which includes licenses, cost of servers, maintenance, upgrades, backups, and support as an operational expense versus the traditional on-premise model which is a capital expenditure model. The software subscription fee is per user/per year based on volume pricing.

Professional Services Fee

In addition to the software subscription costs, Privia's Professional Service fees for Software Implementation, Integration, Training, Project Management and related services are charged at \$175/hr. Figure 4 shows examples of similar implementations and related costs incurred by recent customers.

	<i>Task</i>	<i>Total # of Hours</i>	<i>Cost @ \$175 per hour</i>
Customer #1 200 Users	Design, Creation, and Testing of Search parameters and query screen layout	30	\$5,250.00
	Workflow to ingest files from external systems, parse their data elements, and map to SpringCM attribute (metadata fields)	12	\$2,100.00
	Data mapping from 5 different legacy database systems going back to 1990	6	\$1,050.00
	Workflow for records management functions, including permissions and access settings	40	\$7,000.00
	User Acceptance Testing with iterative feedback	96	\$16,800.00
	Creation of logical relationships between documents of similar content, allowing quick cross-referencing	18	\$3,150.00
	Project Management, Training, miscellaneous support and testing	132	\$23,100.00
	Total	334 Hours	\$58,450.00
Customer #2 1700 Users	Provide secure URL to a test environment	275	\$48,125.00
	Detailed project plan including implementation, schedule, and training	275	\$48,125.00
	Detailed design documentation to include prototypes, screen mockups, report design, and written documentation	275	\$48,125.00
	Final Configuration and Development of ECM in Test and Production Environments	275	\$48,125.00
	Documentation and presentations for Train the trainer plan	275	\$48,125.00
	Total	1375 Hours	\$240,625.00

Figure 4. Our COTS solution can easily be configured to meet every customer's needs and expectations by our Professional Services Team at a reasonable flat hourly rate





State of Montana’s Estimated Professional Services Costs

Based on the information provided in **Section 3.3 ECMS Specifications** of the State of Montana RFI, we can provide a rough estimate for Privia’s Professional Services as it relates to the ECMS implementation. It is important to note that these costs are only estimates and are based on limited information provided and may change once an evaluation of your system is completed and further discussions take place.

	<i>Task</i>	<i>Estimated Hours</i>	<i>Cost @ \$175 per hour</i>
State of Montana	Implementation and Training Services	350	\$61,250.00
	Imaging and Scanning Requirements	30	\$5,250.00
	Content Management Requirements	45	\$7,785.00
	Automated Workflow Requirements	120	\$21,000.00
	Records Management Requirements	50	\$8,750.00
	E-Form Requirements	30	\$5,250.00
Estimated Total		625	\$109,285.00

Privia’s long standing experience providing Federal and State government with cutting edge technology while adhering to strict timelines, requirements, and government budgets makes our ECMS cloud based solution the best choice and best value for the State of Montana.

Overall Estimated Cost Range – State of Montana

Costs for the State of Montana will vary depending on the number of users, customization, Professional Services fees, and terms of use of our solution. Taking into consideration the requirements and current guidelines provided in the State’s RFI, we have established the following estimate below for an Enterprise Content Management System. Privia has provided a 50% discount on our named licenses for this RFI and will consider additional discounts during the expected Request for Proposal once released by the State of Montana.

<i>Description</i>	<i>Amount</i>
Named Software License Costs for 5,000 users (Priced at a 50% discounted rate of \$25/user/month)	\$1,500,000.00
Professional Services Estimated Fees (based on requirements described in RFI)	\$109,285.00
Project Expenses (estimated travel expenses for Privia team)	\$11,000.00
Overall Estimated Cost Range	Year 1 - \$1,620,285.00(includes T&E of 11k) Year 2 and each additional year - \$1,500,000.00





6.0 ECMS SPECIFICATIONS

Type of Specification		Out of the Box	Customization Required	3rd Party Application	Comments
Document Imaging Specifications					
1.	Does the ECM provide imaging software to import basic scanned documents?	X			
2.	Does the ECM support the following imaging capabilities:				
	• Optical Character Recognition (OCR)		X		An add-on module to the Privia solution is available for OCR.
	• Intelligent Character Recognition (ICR)			X	ICR is available through a 3 rd party application that may be integrated with the Privia Solution.
	• Optical Mark Recognition (OMR)			X	OMR is available through a 3 rd party application that may be integrated with the Privia Solution.
	• Optical Bar Code Reader (OBR)		X		An add-on module to the Privia solution is available for OBR.
	• Mobile Capture – smart phones and other mobile devices			X	Mobile Capture is available through a 3 rd party application that may be integrated with the Privia Solution. It is also on our product roadmap and will be available natively in the near future.
3.	Is the system compatible with Multi-functional Devices (MFDs) i.e. copiers, mobile device capture, fax server, email, and file import?	X			
4.	Does the system have the capability to do batch scanning and indexing?	X			
5.	Does the system provide the ability to capture index information from scanning/capture software?	X			
Content Management Specifications					
1.	What kind of navigational capabilities does your solution support:				
	• Folders (similar to MS Windows Explorer)	X			
	• Key word search	X			
	• Formal taxonomy using document types and classes	X			
	• All of the above	X			





<i>Type of Specification</i>		<i>Out of the Box</i>	<i>Customization Required</i>	<i>3rd Party Application</i>	<i>Comments</i>
2.	Does your solution support remote access to the ECM system, i.e. for staff that work in the field and have the need to enter documents from the field?	X			
3.	Does your solution provide access to documents on a public-facing online system?	X			Individual documents or folders can be made publicly accessible
4.	Does the ECM support multiple naming and archiving processes?	X			
5.	Does the ECM fully integrate with Microsoft Office applications (Word, Excel, PowerPoint, etc.)?	X			Word, Excel, PowerPoint, and Outlook documents can all be stored in the system as well as previewed in the browser window without needing to be downloaded for viewing.
6.	Does the ECM fully integrate with Microsoft Exchange?	X			Documents may be emailed from or into the ECM system.
7.	Does your solution support email archiving and management capabilities?	X			
8.	Does the ECM allow access to documents by an Apple iOS or Android device?	X			
9.	Does the ECM allow access to documents via web browser? If so, list the compatible browsers and versions in the Comments section.	X			IE, Firefox, Chrome, Safari. The ECMS is also accessible via a mobile app available from the App Store for iPhone, iPad, and Android.
10.	How does the solution manage documents with a retention policy?	X			The system may be readily configured to manage an unlimited number of retention schedules, performing automated actions such as locking, deleting, moving, renaming, etc. in accordance with retention class rules.
11.	Provide examples of reports that can be used to ensure retention policies are being adhered to.	X			Reports detailed any and all kind of document, retention class, and workflow activity/auditing may be configured by a user in the system. This can include recent transactions as well as upcoming retention schedule events.



<i>Type of Specification</i>		<i>Out of the Box</i>	<i>Customization Required</i>	<i>3rd Party Application</i>	<i>Comments</i>
12.	Search Capabilities				
	<ul style="list-style-type: none"> Will the system accommodate full text OCR to search for and retrieve files? 	X			
	<ul style="list-style-type: none"> Does the ECM offer web-based and desktop client interface search and retrieval? 	X			
	<ul style="list-style-type: none"> Does the ECM accommodate "Full Text Indexing" (i.e. OCR) to search for and retrieve files? 	X			
	<ul style="list-style-type: none"> Does the ECM allow users to configure custom searches that they commonly use? 	X			
Automated Workflow Specifications					
1.	Does your ECMS support document-centric, author-review-approve automated workflow capabilities?	X			
2.	Does your ECMS support workflow automation for processing:				
	<ul style="list-style-type: none"> E-forms for internal purposes 	X			
	<ul style="list-style-type: none"> E-forms for external customer purposes 	X			
	<ul style="list-style-type: none"> Work items (documents, reports, etc.) 	X			
	<ul style="list-style-type: none"> Automatic notifications and emails 	X			
	<ul style="list-style-type: none"> Workflow status tracking 	X			
3.	Does the system allow users to perform workflow activities using a standard web browser such as Internet Explorer and Mozilla Firefox?	X			
4.	Does workflow allow users to define conditions?	X			
5.	Can workflow be automated for a specific document type and workflow template?	X			
6.	Does the workflow include E-signature capabilities?	X			
Records Management Specification					
1.	Include the use of back end migration to optical storage or similar technology that meets the State of Montana legislative compliance requirement for permanent records storage of documents. There should be assurance that records stored in the system cannot be altered.	X			



<i>Type of Specification</i>		<i>Out of the Box</i>	<i>Customization Required</i>	<i>3rd Party Application</i>	<i>Comments</i>
2.	Create, edit and manage a corporate "file plan" / records retention schedule, which contains information used to classify records.	X			
3.	Create and manage the record folders (and folder volumes) that are available to help organize the file plan.	X			
4.	Configure the system to easily declare objects as records in native authoring tools and specify which object classes and properties to manage.	X			
5.	Create and manage records retention rules.	X			
6.	Create and manage physical boxes, folders and records.			X	Depending on what is meant here, there are 3 rd party solutions available to handle creation and management of actual, physical boxes. If what is meant here is a software solution to manage actual physical boxes, Privia's solution is already capable of handling this type of use case.
7.	Search for categories, folders and records.	X			
8.	Place holds against record categories or search results.	X			
9.	Identify appropriate metadata for all formats and sources.	X			
10.	Manage various record image / formats in an integrated manner.	X			
11.	Maintain the relationships between records and files, between file series and the file plan.	X			
12.	Retrieve information for personal use or to comply with Freedom of Information Act / discovery requests.	X			
13.	Construct and manage audit trails and track system usage by department and user.	X			
14.	Manage the integrity and reliability of records once they have been declared as such.	X			
15.	Identify records that are due for disposal when their prescribed retention periods elapse, managing the disposal process.	X			





<i>Type of Specification</i>		<i>Out of the Box</i>	<i>Customization Required</i>	<i>3rd Party Application</i>	<i>Comments</i>
16.	Provide a seamless integration of the ERMS (providing the records management logic) with an ECMS,	X			
17.	Records Manager Application will be a 100% Web-browser based application.	X			The optional file scanning add-on is client-side software, but the entire ECM proper is 100% web-based.
18.	Views file plans and retention and disposition policies.	X			
19.	Provide interface capabilities to existing systems that create electronic records, via an application program interface (API) to integrate properly with the proposed ECMS.		X		Privia's solution provides a well-defined API for integration.
20.	ERP integration: support enterprise resource planning (ERP) systems APIs.		X		The Privia solution's API is able to readily integrate with ERP systems.
21.	Typical Reports: Including, but limited to, the following:				
	• Ready for Destruction report	X			
	• Future Disposition Schedules report	X			
22.	Maintain the relationships between records and files, between file series and the file plan.	X			
23.	Retrieve information to comply with Freedom of Information Act / discovery requests.	X			
24.	Associate the contextual and structural data within a document.	X			
25.	Construct and manage audit trails and track system usage by department and user.		X		This feature is partial out of the box and partially configurable by Privia.
26.	Manage the integrity and reliability of records once they have been declared as such.	X			
27.	Identify records that are due for disposal when their prescribed retention periods elapse, managing the disposal process.	X			



<i>Type of Specification</i>		<i>Out of the Box</i>	<i>Customization Required</i>	<i>3rd Party Application</i>	<i>Comments</i>
<i>E-Form Specifications</i>					
1.	Do your E-forms support the need to retain the look and feel of paper forms?		X		Yes, though it takes slightly longer to customize eforms to match the exact look and feel of paper forms than it does to design an eform that is optimized for online usage.
2.	Do your E-forms support E-signatures?	X			
3.	Does your solution support public-facing E-forms that can be filled out and submitted on line?	X			



7.0 OTHER INFORMATION

Training

Privia will provide training to all user levels within the State of Montana’s government offices. Our training will be tailored to your specific needs, goals, and objectives. Our customized training combines client-specific methods, protocols, and procedures with industry best practices. Together, our training will help the State’s users grow professionally and construct successful, repeatable processes.

Privia can conduct training sessions in-person or remotely via the web. Our approach to training is through train-the-trainer services. We will work with the State to create a curriculum to include online “knowledge articles,” quick-reference manuals, and refresher courses to promote the quickest adoption of the ECMS resulting in the greatest satisfaction from users. Privia also provides a web based monthly training session for new users and individuals needing a refresher course. Our training will help the State take full advantage of their technology investments.

Screenshots of Our Solution

We are providing a few screenshots of our proposed ECMS for the State to review. As reflected below, our solution is quite user friendly and easy to understand for all users.

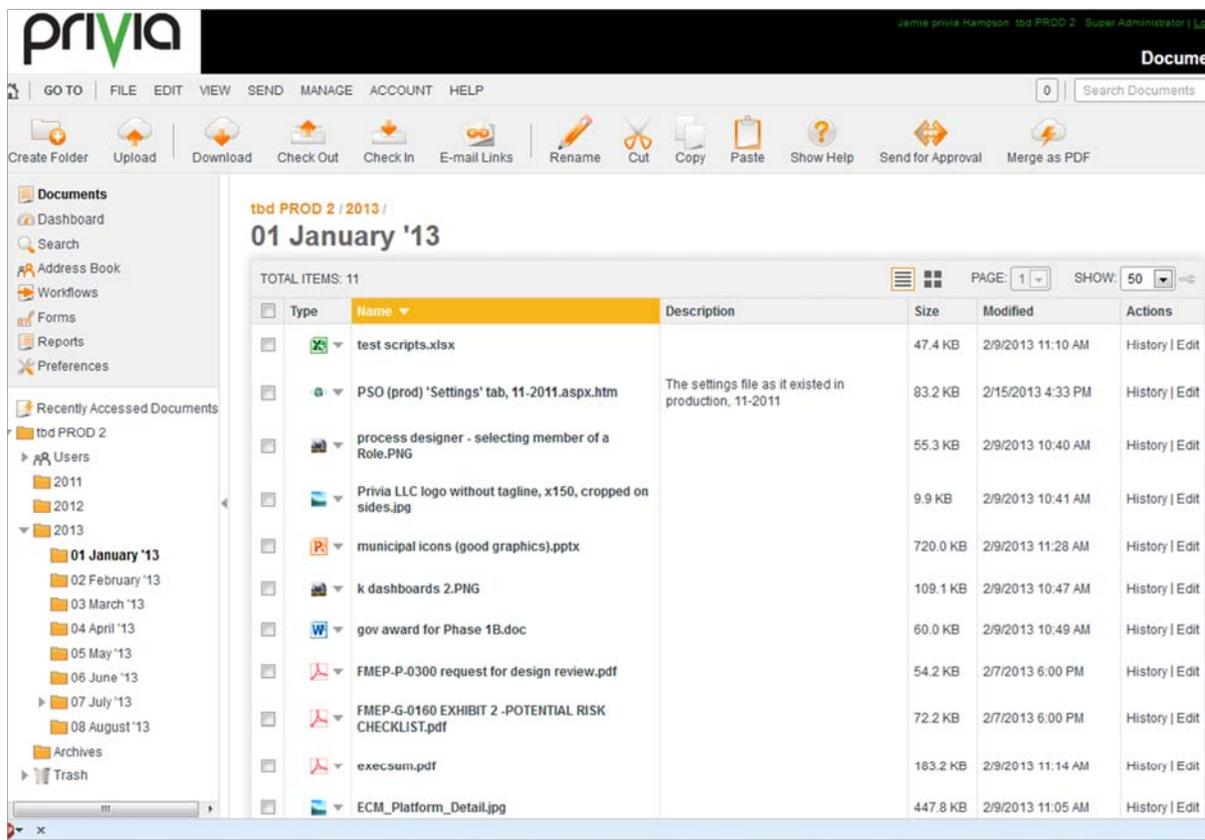


Figure 5. Main browser window showing menus, toolbars, navigation bars, folders, and documents



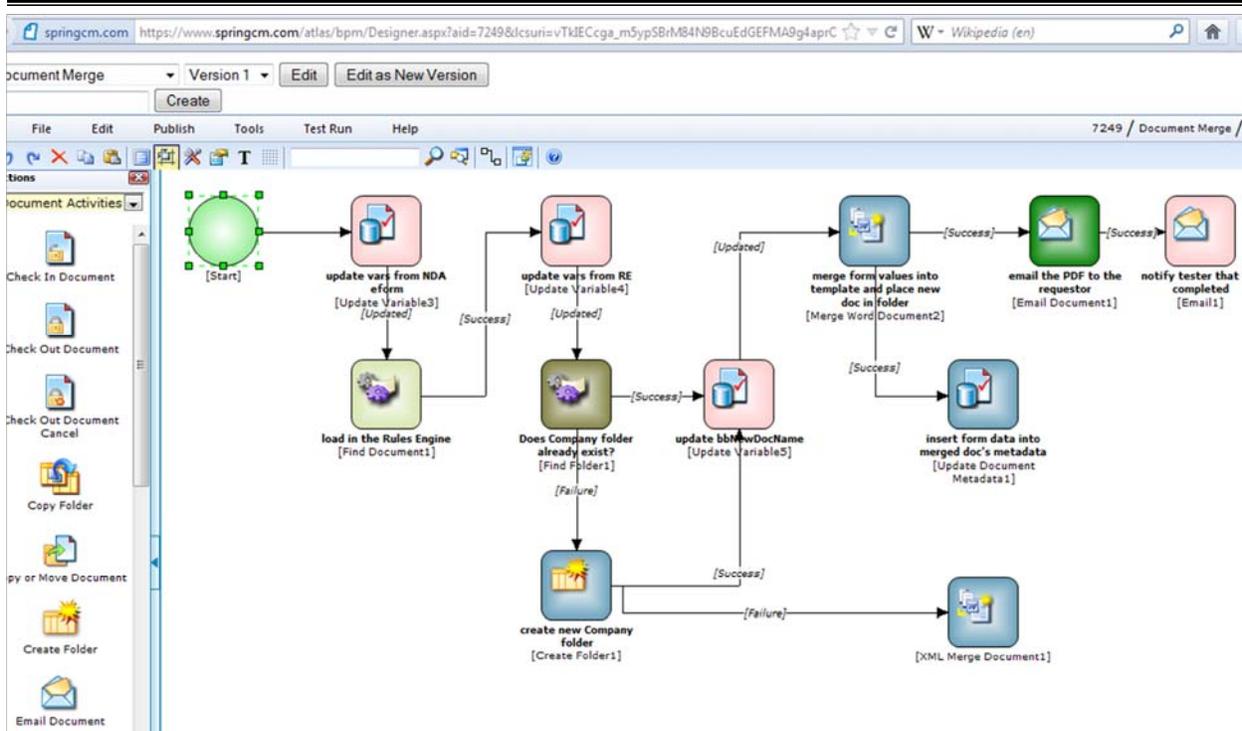


Figure 6. Sample Workflow (design canvas)

▼ Expiration and Reminder

Expiration: 4/30/2013 Reminder: 4/15/2013

User or Group:

Type the first few letters of a name or e-mail address

- Editor, EISIE
- Router Randy
- ▶ Case Viewers
- Approver Anne

Recipients have changed.

Figure 7. Document being set up to follow a Routing and Approval process



DASHBOARD VIEW ACCOUNT HELP Search Documents

Announcements Account

WORKFLOW INBOX

TOTAL ITEMS: 0 PAGE: 1 SHOW: 20

INFO WORKF ACTIVITY DUE DATE

No items

TOTAL ITEMS: 0 PAGE: 1 SHOW: 20

ALERTS

View Alerts Since: Last 30 Days

TOTAL ITEMS: 0 PAGE: 1 SHOW: 20

TYPE ITEM DETAILS DATE

No items

RECENTLY ACCESSED DOCUMENTS

TOTAL ITEMS: 6 PAGE: 1 SHOW: 20

TYPE	NAME	LOCATION	DESCRIPTION	MODIFIED BY	MODIFIED	ACTIONS
	re Routing	Rules Engines		jhampson@springcm	12/10/2010 5:25 PM	History
	opm71 (wit	PDFs	Subject: (No Subject)	springcm.redc@sprin	12/10/2010 4:31 PM	History
	(No Subject	PDFs	Subject: (No Subject)	AProctor@springcm.c	12/10/2010 4:31 PM	History
	new form.s			jhampson@springcm	12/9/2010 11:29 AM	History
	Antonio Dai		doc rules fire here	System	12/8/2010 4:44 PM	History
	Schmoe, Jr	PDFs		System	12/8/2010 4:09 PM	History

TOTAL ITEMS: 6 PAGE: 1 SHOW: 20

NEW DOCUMENTS RECEIVED

View Documents Since: Last 30 Days

TOTAL ITEMS: 5 PAGE: 1 SHOW: 20

ITEM	LOCATION	DATE	FROM
opm71.pdf	OPM71 submissions	12/13/2010 5:14 PM	jduffy@springcm.com
opm71.csv	Admin	12/13/2010 5:09 PM	jduffy@springcm.com
gs3440B_JPD.pdf	PDFs	12/13/2010 10:41 AM	jduffy@springcm.com

Figure 8. Sample Dashboard



Paul Hewson - Senior Engineer IDIQ Task Order.doc 2 page(s) Manage Agreement Audit Report Print PDF

From: jhampson@springcm.com (SpringCM)
 To: James Hampson IV (jhampson4@gmail.com)
 Date: 10/27/2009 6:43 PM
 Status: Out for Fax Signature
[Replace Signer](#)
 Message: Dave, can you please review and sign this? Further instructions will be enclosed in the e-mail.

- Document created by jhampson@springcm.com Oct 27 6:43 pm
- Sent out for signature to James Hampson IV (jhampson4@gmail.com) Oct 27 6:43 pm
- Waiting to be signed by jhampson4@gmail.com [Replace Signer](#)

GovCon UNCLASSIFIED/PROPRIETARY

Name: Paul Hewson	Company: GovCon
Submission Date: 9/24/2009	Hiring Status: Current Employee
Labor Category:	
Clearance Information	
Secret Clearance Date: 1/1/2008	Granting Agency: DoD
Education (Formal /Certifications/Specialized Training)	
<i>Formal Higher Education</i>	
Bachelor of Science, Mechanical Engineering MIT, 1982	
<i>Certifications</i>	
CISSP May 2007	
Professional Experience	

Figure 9. Sample of E-signature

- Documents
- Dashboard
- Search
- Address Book
- Workflows
- Forms
- Reports
- Preferences**

My Preferences

- General
- Change Password
- Notification Preferences

Account Preferences

- General
- Attribute Import Mappings
- Attributes
- Branding
- Create Package
- Device Management
- Electronic Signature
- Inbound E-mail Addresses
- Manage Fax Lines
- Salesforce Configuration
- SAML SSO
- Schedules
- Security
- Smart Rules

Sync Preferences

- General
- Sync Rules

Default Documents View:
 Grid Tiles

Use Classic Upload:
 Yes No

Maximum Number of Document Versions:
 [Clear](#)

Advanced Workflow Error Notification Us:

Storage Usage:
0.00 of 0.50 GB Used (0%)

Folder Auto-Refresh

Interval:

Mode:
 Home Folder Folder

Document Permissions

Allow Full Subscribers to Delete:
 Yes No

User Roles Allowed to Download D

Role	Original	PDF
Full Subscriber	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Limited Subscriber	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Figure 10. View of User Preferences



GO TO | REPORT | ACCOUNT | HELP

Create Report | Create Chart

Files are hyperlinked - clicking on them opens them and displays metadata.

Clicking on any column header sorts the data by that column by ascending values; second click reverses the sort (by descending).

DOCUMENT NAME	TITLE	HEADLINE	SUBJECT	PUBLICATION DATE	BYLINE	EDITION	MORE METADATA	TOTAL FILE SIZE	CREATED DATE	UPDATED BY
municipal icons (good graphics).ppt	This is the Title of the Publication	This is the Headline	Homeland Security	5/5/2010	Here is the Byline	Published	choice 1	2275954	2/9/2013 10:43 AM	jhampson@pri
execsum.pdf	Publication Title ABC	Post Appointments Draw Criticism Fome Some	Employees	1/23/2013	ZYX Byline Byline Byline	4	choice 1	187602	2/9/2013 11:14 AM	jhampson@pri
test scripts.xlsx	Publication 345	Headline1	Government	4/17/2012	Byline Byline Byline 222	Published	choice 3	125189	2/9/2013 11:05 AM	jhampson@pri
gov award for Phase 1B.doc	Publication Title BCD	Headline 123	Politics	10/15/2011	Byline Byline Byline	8	choice 1	230950	2/7/2013 5:58 PM	jhampson@pri
PSO (prod) 'Settings' tab_11-2011.aspx.htm	Title of this Publication XYZ	123 Headline	Defense	1/12/2013	ABC ABC ABC Byline 5	11	choice 2	85175	2/9/2013 11:06 AM	jhampson@pri

Figure 11. Sample Report showing record retention class data

Publications Approval

Exclude this Group

Main Information

Publication Title:

Publication Type:

Publication Process Start Date:

DOE Program Office or Other:

Other Program Office or Organization Name:

Lead Author:

Non-NREL Lead Author affiliation:

Author's Center:

Communication Rep:

Publication No.: -

DOE No. (if applicable):

Subtask No.:

Figure 12. Search using metadata attributes as the search parameters





GO TO | ACCOUNT | HELP

Show Effective User Security

Type the first few letters of a name or e-mail address:

[Add Multiple](#)

NAME	SECURITY	<input type="checkbox"/> CLEAR
User Administrator	View & Edit (Effective)	<input type="checkbox"/>
Full Subscriber	No Access	<input type="checkbox"/>
Limited Subscriber	No Access (Effective)	<input type="checkbox"/>
Guest	No Access (Effective)	<input type="checkbox"/>
PA Testers	View	<input type="checkbox"/>
Tester, Jamie (ihampson@springqcm.com)	View, Edit & Delete (Effective)	<input type="checkbox"/>

View, Edit & Delete (Effective)
 No Access
 View
View & Create
 View & Edit
 View, Edit & Delete
 View, Edit, Delete & Set Access

Figure 13. Security settings for documents or folders using Groups, Users, and User Types as the fields where permissions may be applied

Search

- Address Book
- Workflows
- Forms
- Reports
- Preferences

Show

- Contacts
- Users
- Distribution Groups
- Security Groups

Role

- Guests
- Limited Subscribers
- Full Subscribers
- User Administrators
- Super Administrators

<input type="checkbox"/>	Havig, S
<input type="checkbox"/>	Hughes,
<input type="checkbox"/>	Hulstror
<input type="checkbox"/>	Johnson
<input type="checkbox"/>	Kerstne
<input type="checkbox"/>	Legal Re
<input type="checkbox"/>	Line Ma
<input type="checkbox"/>	Litwin, K
<input type="checkbox"/>	Melton,
<input type="checkbox"/>	PA Teste
<input type="checkbox"/>	Phelps,
<input type="checkbox"/>	Piper, J

Figure 14. User and Group types as displayed in the Address Book



8.0 ATTACHMENTS

Affidavit for Trade Secret Confidentiality

Privia's response to the State of Montana's RFI does not include any information that is confidential or considered a trade secret. Therefore, we are not including an "Affidavit for Trade Secret Confidentiality" form at this time.

License and Maintenance Agreement

Privia provides a draft license and maintenance agreement on the following pages. We will enter into a similar agreement with the State of Montana if chosen to provide an ECMS.



Customer Order Form

350 North Orleans Street, Suite 900, Chicago, IL 60654
 Ph: 312-881-2026 Fax: 866-510-5805
 Tax ID #83-0423910
 www.springcm.com

ACCOUNT EXECUTIVE _____
 ACCOUNT EXECUTIVE PH _____
 ACCOUNT EXECUTIVE EMAIL _____
 ORDER FORM DATE _____
 ORDER VALID IF SIGNED AND RECEIVED BY _____

CUSTOMER INFORMATION - PRIMARY CONTACT AND BILLING INFORMATION

CUSTOMER NAME		BILLING INFORMATION (IF DIFFERENT THAN PRIMARY CONTACT)	
PRIMARY CUSTOMER CONTACT	_____	BILLING CONTACT	_____
TITLE	_____	TITLE	_____
ADDRESS	_____	ADDRESS	_____
	_____		_____
PHONE	_____	PHONE	_____
EMAIL	_____	EMAIL	_____
	_____		_____
SUBSCRIPTION ORDER TERM START DATE	_____	BILLING START DATE	_____
SUBSCRIPTION ORDER TERM (Years)	_____	BILLING METHOD	_____
SUBSCRIPTION ORDER TERM (Months)	_____		_____
SUBSCRIPTION Renewal Date	_____	BILLING PERIOD	_____
	_____	PAYMENT TERMS	_____
ORDER TYPE	_____		_____
CUSTOMER TYPE	_____	PURCHASE ORDER # (optional)	_____

QUANTITY	USER EDITIONS	LIST PRICE	DISCOUNT %	MONTHLY FEES	ANNUAL FEE
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
QUANTITY	STORAGE	LIST PRICE	DISCOUNT %	MONTHLY FEES	ANNUAL FEE
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
QUANTITY	FAX/eSIGNATURE	List Price	DISCOUNT %	MONTHLY FEES	ANNUAL FEE
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
QUANTITY	ADD-ON MODULES AND APPS	List Price	DISCOUNT %	MONTHLY FEES	ANNUAL FEE
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
TOTAL SUBSCRIPTION FEES					\$0.00

QUANTITY	PROFESSIONAL SERVICES & TRAINING	Rate	DISCOUNT %	SERVICES RATE	SERVICE FEES
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
		\$ -		\$ -	\$0.00
TOTAL PROFESSIONAL SERVICES					\$0.00



Customer Order Form

350 North Orleans Street, Suite 900, Chicago, IL 60654
Ph: 312-881-2026 Fax: 866-510-5805
Tax ID #83-0423910
www.springcm.com

PAYMENT INFORMATION

	Invoice Date	Payment Due Date
First Year Subscription Invoice Amount		\$0.00
Professional Services Invoice Amount		\$0.00
Second Year Subscription- Committed		\$0.00
Third Year Subscription- See Renewal Terms		\$0.00
Fourth Year Subscription- See Renewal Terms		\$0.00

CONTRACT SPECIAL TERMS AND ADDITIONAL COMMENTS

GENERAL TERMS OF SERVICE AND BILLING

This Customer Order Form is subject to and governed by the terms and conditions of the SpringCM Master Subscription and Services Agreement executed on _____.

Pursuant to this Customer Order Form, Customer is purchasing the Subscriptions to the SpringCM Solutions identified above, subject to any specified Usage Parameters (e.g., number or types of Users, quantities of storage, etc.), and any Professional Services described herein. The Subscription Order Term for Customer's Subscriptions to the SpringCM Solutions begins on the Subscription Order Term start date indicated above in this Customer Order Form and, unless earlier terminated in accordance with the Agreement, shall continue for the duration of the Subscription Order Term indicated above. The initial fees for the Subscriptions to the SpringCM Solutions purchased hereunder will be invoiced on the Billing Start Date specified above. Any fees for account set-up or training to be provided as Professional Services hereunder will be billed with the first invoice for the Subscription fees for the SpringCM Solutions. If a Statement of Work is attached hereto, the fees for the Professional Services provided under such Statement of Work will be billed in accordance with the Statement of Work.

CUSTOMER SIGNATURE AND SPRINGCM ORDER ACCEPTANCE

CUSTOMER

SIGNATURE

NAME

TITLE

DATE

PO/ORDER #

(if required on invoice)

SPRINGCM INC.

SIGNATURE

NAME

TITLE

DATE



SpringCM® CORPORATE MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This SpringCM® CORPORATE MASTER SUBSCRIPTION AND SERVICES AGREEMENT, including any exhibits and other attachments hereto and any Orders and SOWs (each as defined below) entered into by the Parties hereunder (all of the foregoing, collectively, this "Agreement"), is made effective as of _____, 20____ ("Effective Date") between SpringCM Inc. ("SpringCM"), a Delaware corporation with offices at 350 North Orleans, Suite 900, Chicago, Illinois 60654, and _____ ("Customer"), a _____

[corporation/partnership/limited liability company, etc.] with offices at _____.

SpringCM and Customer may be referred to herein individually as a "Party" and collectively as the "Parties." SpringCM and Customer hereby agree to the foregoing and as follows:

1. OVERVIEW

1.1 Scope. This Agreement sets forth the terms pursuant to which Customer may purchase, and SpringCM will provide, subscriptions to SpringCM's proprietary, online-hosted "Enterprise Content Management" software applications and platform solutions, and certain related software applications designed for installation on Customer's and its Users' (as defined in Section 2.3) computers and mobile devices (any such subscription, a "Subscription," and any such software application or solution, a "Solution"), and various implementation, configuration, and other professional services related to the Solutions ("Professional Services" or "PS").

1.2 Orders. The Parties may from time to time execute: (a) SpringCM Customer Order Forms (each, an "Order") for Subscriptions to any of the Solutions or other purchases; and (b) Statements of Work (each, an "SOW") for PS related to the Solutions. Each Order shall describe the applicable Solution, Subscription Order Term (as defined in Section 7.2), related fees, User details and other Usage Parameters (as defined in Section 2.3) or other relevant details. Each SOW shall describe the PS to be provided by SpringCM, Customer's obligations and the related fees. Each Order and each SOW agreed to by the Parties shall reference and be subject to the terms of this Agreement and may contain additional terms applicable to a specific Solution or to PS.

2. SOLUTIONS

2.1 Access. Subject to the terms of this Agreement and any applicable Orders, SpringCM hereby grants Customer a limited, non-exclusive, non-transferable (subject to Section 12.8), non-sublicenseable right and license to access and use, during the applicable Subscription Order Term and solely for Customer's internal business purposes, each Solution for which Customer has purchased a Subscription hereunder. All rights not expressly granted to Customer herein are reserved by SpringCM and its licensors. As soon as commercially reasonable after execution of any given Order, SpringCM shall make the applicable Solution available for use by Customer in accordance with such Order. Customer may, pursuant to the rights granted above in this Section, but subject to all other terms of this Agreement, permit third parties (including Affiliates (as defined below) of Customer) to access and use the Solutions to which Customer then has Subscriptions, solely as necessary for such third parties to conduct business with Customer; provided, however, that any such third party permitted by Customer to access any Solution (or portion thereof) shall first be bound by written obligations of confidentiality substantially equivalent to those contained in Section 6 with respect to Confidential Information of SpringCM's.

2.2 Customer Affiliates. Affiliates of Customer that have not entered into a separate agreement directly with SpringCM shall

be entitled to use and access the Solutions through Customer's account hereunder, subject to all restrictions and obligations of Customer contained herein. Customer shall be responsible for any such Affiliates' compliance with the terms of this Agreement, including the obligations of confidentiality contained herein, and for any breach of this Agreement by any of its Affiliates. Use of the Solutions by Customer Affiliates shall, for purposes of this Agreement, be deemed use by Customer. An "Affiliate" of either Party means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party. For this purpose, "control" means the possession of the power to direct, or to cause the direction of, the day-to-day management, operation, and policies of any given person or entity.

2.3 Permitted Use. Customer may permit no more than the permitted types and numbers of Users, User logins or IDs, quantities of storage, and other applicable usage parameters (collectively, "Usage Parameters") specified in each Order to access and use the corresponding Solutions. "Users" means individuals that Customer defines or provisions in the Solutions' address book as being permitted to use the Solutions, including Customer's and its Affiliates' respective employees, consultants, contractors, and agents, and other third parties with which Customer or its Affiliates does business. User logins and IDs may not be shared or used by more than one individual during any given period of time. However, Customer may delete and add User logins or IDs from time to time, as reasonably necessary to accommodate changes in personnel and duties, subject at all times to any applicable Usage Parameters (e.g., limits on the number of permitted Users). Customer shall be responsible and liable for all access to and use of the Solutions by any Users or otherwise occurring under Customer's Subscriptions, logins, or IDs, regardless of by whom. Customer shall notify SpringCM immediately of any unauthorized use of any User login or ID associated with Customer's Subscriptions or any other actual or suspected breach of security regarding the Solutions of which Customer becomes aware.

2.4 Prohibited Conduct. Except as expressly permitted by this Agreement, Customer shall not, directly or indirectly, without the express, prior written consent of SpringCM: (a) use or permit the use of, reproduce, distribute, modify, encumber, time-share, license, sublicense, rent, lease, sell or transfer any of the Solutions; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Solution or other software provided or made available by SpringCM; (c) defeat or attempt to defeat any security mechanism of any Solution or of the Web site(s) from which they are made available; (d) remove, obscure or alter any trademark or copyright, confidentiality or other rights notice or legend

appearing on or in any Solution or other materials provided or made available by SpringCM; or (e) knowingly permit any third party to do any of the foregoing. Customer shall not use any Solution: (i) to send unsolicited messages via fax or email in violation of applicable law; (ii) to store, send, or provide access to obscene or otherwise illegal materials; (iii) to store, send, or provide access to materials that would infringe any intellectual property right or violate any privacy right of any third party; or (iv) in any manner that does not comply with applicable laws and regulations.

2.5 Suspension of Use.

(a) For Operational Reasons. SpringCM may immediately and temporarily suspend Customer's (or any User's) access to and use of the affected portion or functionality of an applicable Solution due to an operational problem relating to use of the Solution that is, in SpringCM's reasonable determination, preventing or impeding Customer's use of the Solution or otherwise interfering with or jeopardizing the integrity, operations or security of the Solutions, SpringCM's network or systems, or any third-party systems with which the Solutions are interconnected (e.g., if a User uploads a corrupted file, or if initiation or use of a Customer-developed workflow impairs use of the Solution). Any such suspension shall be only to the extent, and only for as long, as is reasonably necessary for SpringCM to resolve the issue. In such an event, SpringCM shall promptly notify Customer of the suspension, explaining the reasons therefor, which notice may be given via email or telephone, and the Parties shall diligently cooperate and work together in good faith to resolve the issue and restore Customer's and all Users' full use of the Solutions, as soon as reasonably practicable.

(b) For Legal Reasons. SpringCM may immediately suspend Customer's access to and use of the Solutions to the extent required to comply with a court order or governmental notice. SpringCM shall be entitled to comply with any such order or notice to the full extent required therein, notwithstanding anything to the contrary in this Section or elsewhere in this Agreement. In such an event, SpringCM shall promptly notify Customer of the suspension, explaining the reasons therefor, which notice may be given via email or telephone.

3. SPRINGCM RESPONSIBILITIES

3.1 Professional Services. Subject to this Agreement and the additional terms for Professional Services provided in Exhibit A attached hereto, SpringCM shall perform the PS described in any SOW executed by the Parties under this Agreement.

3.2 Support. SpringCM shall provide telephone, online help desk, and email administrative and technical support for the Solutions to Customer as described in Exhibit B attached hereto ("Support").

3.3 Availability. SpringCM will make the online hosted Solutions available to Customer as described in Exhibit B attached hereto.

3.4 Data Security. SpringCM shall use commercially reasonable efforts to maintain the security and integrity of the Solutions, and of any Customer Content (as defined in Section 5.2) stored in the Solutions, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards.

4. FEES AND PAYMENT

4.1 Fees. Customer shall pay SpringCM the fees specified or described in any Order and SOW for the corresponding Solutions and PS. Unless expressly otherwise provided in the applicable

Order, SpringCM may adjust the pricing applicable to any renewal of any Subscription Order Term to the pricing then generally made available by SpringCM, by providing Customer with written notice thereof at least forty-five (45) days prior to the scheduled end of the then-current Subscription Order Term (but in no event shall any such adjustment increase fees by more than five percent (5%), in comparison with the fees in effect under the applicable Order immediately prior to the adjustment). Subject to the immediately preceding sentence, unless expressly otherwise provided in the applicable Order, the fees applicable to any additional Order increasing the number of Subscriptions (or Usage Parameters) that Customer then has with respect to any given Solution pursuant to a previously executed Order, shall be charged at the same rates as those then currently applicable to Customer's use of the Solution under the previous Order. The Subscription Order Term of the additional Order shall be coterminous with that of the initial Order for the Solution, and the applicable fees shall be appropriately prorated for the then-remaining portion of the Subscription Order Term under the initial Order. Customer may reduce the number of Subscriptions (or the Usage Parameters) under any Order, and the associated fees, only upon renewal of the Subscription Order Term of such Order, by providing SpringCM with written notice thereof at least thirty (30) days prior to the scheduled end of the then-current Subscription Order Term.

4.2 Invoicing and Payment. SpringCM shall invoice Customer for the fees payable hereunder in accordance with the payment schedule indicated in the applicable Order or SOW. Unless expressly otherwise provided in the applicable Order or SOW, all invoiced amounts are due and payable within thirty (30) days after the date of the applicable invoice or the due date otherwise indicated in the applicable Order (except that, if requested by Customer, SpringCM shall automatically charge the credit card specified by Customer on the date of the applicable invoice). Any amount due hereunder and not received by SpringCM by the applicable due date shall bear an additional charge of one and one-half percent (1.5%) per month (or the maximum rate permissible under applicable law, if less than the foregoing) from the date due until paid. SpringCM reserves the right to suspend Customer's use of the Solutions at any time until all then-unpaid, past-due fees are paid in full. SpringCM shall be entitled to reimbursement of reasonable collection costs and attorney fees in the event SpringCM retains a collection firm or legal counsel due to Customer's nonpayment of fees. Except as expressly provided herein, all fees are nonrefundable, and payment obligations cannot be canceled, regardless of actual usage of the Solutions.

4.3 Taxes. Fees do not include, and Customer shall pay, all sales, use, and other taxes imposed by law on Customer in connection with this Agreement and the provision of the Solutions and PS to Customer, excluding taxes on SpringCM's income.

5. PROPRIETARY RIGHTS

5.1 SpringCM. The Solutions (including all associated computer software (whether in source code, object code or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how (regardless of whether copyrightable or patentable)

pertaining to any of the foregoing (all of which shall be deemed part of the Solutions), whether conceived by SpringCM alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of SpringCM and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Except for the rights expressly granted to Customer in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from PS and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any of the foregoing elements thereof) are and shall remain solely owned by SpringCM and its respective licensors, and Customer hereby assigns any such rights to SpringCM. SpringCM may use and provide Solutions and PS to others that are similar to those provided to Customer hereunder, and SpringCM may use in its engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or PS to Customer, provided that, in each case, no Customer Content is disclosed thereby.

5.2 Customer. As between the Parties, Customer owns and shall retain all right, title, and interest in and to any data, media, and content, in the form of documents or otherwise, provided or uploaded by Customer or its Users to the Solutions (“Customer Content”). Customer grants to SpringCM a non-exclusive, non-transferable (subject to Section 12.8) right and license to copy, store, transmit and otherwise use the Customer Content during the Agreement Term (as defined in Section 7.1) solely as necessary and appropriate for SpringCM to fulfill its obligations under this Agreement.

6. CONFIDENTIALITY AND PRIVACY

6.1 Definition. In performance under this Agreement, each Party will have access to certain Confidential Information of the other Party or that the other Party is required to maintain as confidential pursuant to agreements with third parties. As used herein, “Confidential Information” means, with respect to either Party, all written or oral information disclosed to the other Party that relates to the business or operations of the disclosing Party and that is identified as confidential at the time of disclosure or that ought reasonably to be understood and treated as confidential, including, but not limited to, technical and non-technical data, marketing and promotional information, software programs and code (regardless of form or language), methods, techniques, strategies, processes, customer, employee and supplier information, trade secrets, distribution methods, and pricing and financial data. SpringCM’s Confidential Information includes the Solutions and any associated documentation provided by SpringCM, all of which are deemed to constitute and comprise trade secrets of SpringCM. Customer’s Confidential Information includes Customer Content. Notwithstanding the foregoing, Confidential Information shall not include information if and only to the extent the receiving Party establishes that the information: (a) is or has become part of the public domain through no act or omission of the receiving Party; (b) was already in the receiving Party’s lawful possession prior to disclosure hereunder, without obligations of confidentiality; (c) was rightfully communicated to the receiving Party, without obligations of confidentiality, by a third party not bound by confidentiality obligations with respect thereto; or (d) was independently developed by the receiving Party without use of the other Party’s Confidential Information.

6.2 Restrictions. Each Party shall use at least the same efforts that it uses to protect its own confidential and proprietary information (but not less than reasonable care) to: (a) hold the Confidential Information of the other Party in confidence and protect such Confidential Information from disclosure to third parties; (b) use and reproduce the Confidential Information of the other Party only for the purposes described herein; (c) restrict access to the Confidential Information of the other Party to such of its Affiliates and their respective personnel, agents, and consultants as have a need for access and who are subject to legally binding obligations of confidentiality substantially similar to those set forth herein; and (d) upon termination or expiration of this Agreement or the request of the other Party, return or destroy all Confidential Information of the other Party then in its possession or control; provided, however, that: (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information or with respect to which the Confidential Information is material, such Confidential Information shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and (ii) any Confidential Information of the other Party held in archives or back-up systems of the receiving Party shall be allowed to expire and be deleted or destroyed in accordance with the receiving Party’s reasonable archiving or backup policies that are consistent with industry standards. As between the Parties, each Party’s Confidential Information shall be and remain solely the property of such Party. Each Party may disclose and retain Confidential Information of the other Party to the extent required: (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party required to make such disclosure first provides, unless prohibited by applicable law, written notice to the other Party, affording it an opportunity to obtain a protective order; or (y) to establish or enforce such Party’s rights under this Agreement.

6.3 Duration. Each Party’s obligations with respect to Confidential Information set forth in this Section 6 shall continue in force and effect throughout the Agreement Term and: (a) with respect to Confidential Information that constitutes a trade secret under applicable law, for as long as, without breach hereof, such trade secret status is maintained; and (b) with respect to any other Confidential Information, for a period of five (5) years after termination or expiration of this Agreement.

6.4 Privacy. SpringCM shall take commercially reasonable steps to safeguard the privacy of personally identifiable information and data (“Personal Information”) stored using the Solutions. SpringCM’s current practices in this regard are set forth in the SpringCM Privacy Policy posted on SpringCM’s Web site, as updated by SpringCM from time to time in accordance with its terms.

7. TERM AND TERMINATION

7.1 Agreement Term. The term of this Agreement (the “Agreement Term”) shall commence on the Effective Date and shall continue until no Subscriptions, Orders, or SOWs remain in force and effect as described in this Section 7.

7.2 Subscription Term. Except as otherwise provided in Section 4.1, the term of any given Order for Subscriptions (the “Subscription Order Term”) shall commence on the start date indicated in the Order for the applicable Subscriptions and, unless earlier terminated in accordance with this Agreement, will continue for the period specified therein.

7.3 SOW Term. Each SOW shall take force and effect on the date executed by both Parties or as otherwise stated therein and, unless earlier terminated in accordance with this Agreement, shall continue until all PS to be provided thereunder have been completed ("SOW Term").

7.4 Automatic Renewal. UNLESS AND UNTIL TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THIS AGREEMENT OR EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE SCHEDULED END OF THE THEN-CURRENT SUBSCRIPTION ORDER TERM, THE SUBSCRIPTION ORDER TERM OF EACH ORDER SHALL AUTOMATICALLY RENEW AND BE EXTENDED UPON ITS EXPIRATION (REGARDLESS OF WHETHER PREVIOUSLY RENEWED OR EXTENDED) FOR A PERIOD OF THE SAME DURATION AS THE SUBSCRIPTION ORDER TERM SPECIFIED ON SUCH ORDER.

7.5 Termination for Breach. Either Party may terminate this Agreement and all Orders and SOWs then in effect (or, at such Party's option, the individual Orders or SOWs affected by the applicable breach), immediately and without penalty, upon providing written notice thereof to the other Party, if the other Party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within thirty (30) days after receiving written notice reasonably describing the breach from the non-breaching Party (except that the applicable cure period shall be fifteen (15) days with respect to a breach by Customer of its payment obligations hereunder). In the event of Customer's material breach, SpringCM may, depending on the severity of the breach, immediately suspend Customer's access to the Solutions, to the extent and for as long as SpringCM reasonably determines is necessary to resolve the issue and cure the breach. SpringCM will notify Customer of any such suspension within a reasonable period of time, via email or telephone.

7.6 Effects of Termination. Upon any termination of this Agreement or any termination or expiration of any Order: (a) all Subscriptions and rights and licenses granted to Customer herein to the associated Solutions shall automatically terminate and be revoked; (b) Customer shall immediately cease use of such Solutions; (c) each Party shall, subject to Sections 6.2 and 7.7, immediately discontinue all use of the other Party's Confidential Information and return to the other Party (or, at the other Party's option, destroy) all copies of the other Party's Confidential Information then in such Party's possession or control; and (d) Customer shall promptly pay to SpringCM all outstanding amounts that accrued or became payable under this Agreement or any applicable Order or SOW through the effective date of termination or expiration. Any termination of this Agreement shall simultaneously terminate any Orders and SOWs then in effect.

7.7 Return of Customer Content. Certain Solutions may include functionality that permits Customer to, at any time during the Subscription Order Term, download a copy of the Customer Content then stored in such Solutions. In addition, if requested by Customer within thirty (30) days after the effective date of termination of this Agreement or termination or expiration of an applicable Order, SpringCM will (provided that Customer has paid SpringCM any outstanding amounts then due and payable under this Agreement) make available to Customer, for downloading or physical delivery, a file of Customer Content in comma separated value (.csv) format, or other industry-standard format requested by Customer, with the fees therefor charged at SpringCM's then-prevailing rates. After such thirty (30) day

period, SpringCM shall have no obligation to maintain or provide any Customer Content and may, unless prohibited by applicable law, delete all Customer Content in its systems or otherwise in its possession or control.

8. WARRANTIES

8.1 Solutions and Professional Services. SpringCM warrants, for Customer's benefit alone, that (a) throughout the applicable Subscription Order Term, each Solution will perform without material defect or error in its principal features and functions, and (b) the PS will be performed in a competent, professional and workmanlike manner in material accordance with standards common and prevalent in the industry and with the requirements contained in the applicable SOW (provided that, with respect to either clause (a) or clause (b), Customer must notify SpringCM in writing of any failure to conform to the foregoing warranties within thirty (30) days after, as applicable, the material defect or error was first encountered or the applicable PS were performed).

8.2 Exclusive Remedies. As Customer's sole and exclusive remedies for any failure of any Solutions or PS, as applicable, to conform to their respective warranties set forth in Section 8.1, and as SpringCM's entire liability for any breach of those warranties, SpringCM shall, if Customer notifies SpringCM in writing and in reasonable detail of the nature and extent of such failure within the applicable period stated in Section 8.1: (a) in the case of a breach of the warranty set forth in clause (a) of Section 8.1, use commercially reasonable efforts to correct such failure; or (b) in the case of a breach of the warranty set forth in clause (b) of Section 8.1, re-perform the affected PS. If the foregoing remedies are not commercially reasonable or practicable, SpringCM may, in its discretion, terminate this Agreement (or the applicable Order, Subscription, or SOW) upon providing Customer with written notice thereof, and, in such event (as Customer's sole and exclusive remedy and SpringCM's entire liability), refund to Customer: (i) in the case of breach of the warranty set forth in clause (a) of Section 8.1, any Subscription fees paid by Customer with respect to the then-remaining or unexpired portion of the current Subscription Order Term for the non-conforming Solution; or (ii) in the case of breach of the warranty set forth in clause (b) of Section 8.1, any fees paid by Customer for the portion of PS giving rise to the breach.

8.3 Exclusions. The warranties in Section 8.1 shall not apply to the extent that any failure to conform with such warranties arises or results from causes outside of SpringCM's reasonable control, including: (a) Customer's misuse, modification, or configuration of a Solution; (b) use of a Solution in a manner other than that described or recommended in the applicable online "Help" feature of the Solution; (c) use of a Solution with computer software or equipment other than those recommended in SpringCM's published specifications; or (d) other causes within Customer's computing environment or otherwise within the control of Customer or third parties not under SpringCM's direction or control, including problems or issues with third-party software applications, hardware, network, or Internet connectivity.

9. DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, NEITHER SPRINGCM NOR ITS LICENSORS, EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT, AFFILIATES OR SUBSIDIARIES MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (WHETHER ORAL

OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE SOLUTIONS, ANY RELATED DOCUMENTATION, ANY PS, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTIES OR CONDITIONS (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ANY WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE OR CUSTOM, COURSE OF DEALING, OR COURSE OF PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. SPRINGCM DOES NOT WARRANT THAT THE SOLUTIONS ARE WITHOUT DEFECT OR ERROR, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE CONTINUOUSLY AVAILABLE OR APPROPRIATE FOR CUSTOMER'S PARTICULAR USE.

10. LIMITATIONS OF LIABILITY

10.1 EXCLUSIONS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, DAMAGE OR DISCLOSURE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE), REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY WITHOUT REGARD TO WHETHER ANY PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE, OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE. IN ANY CASE, THE CUMULATIVE, AGGREGATE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED (A) IN THE CASE OF SPRINGCM, THE TOTAL AMOUNT OF FEES PAID TO SPRINGCM BY CUSTOMER, AND (B) IN THE CASE OF CUSTOMER, THE TOTAL AMOUNT OF FEES PAID AND PAYABLE TO SPRINGCM BY CUSTOMER, IN EACH CASE UNDER THE APPLICABLE ORDER OR SOW RELATED TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE.

10.2 BASIS OF THE BARGAIN. THE PROVISIONS OF SECTIONS 8.2, 8.3, 9, AND 10 OF THIS AGREEMENT ARE ALL FUNDAMENTAL AND SPECIFIC REQUIREMENTS OF THE BASIS OF THE BARGAIN BETWEEN CUSTOMER AND SPRINGCM, AND SPRINGCM WOULD NOT BE ABLE TO PROVIDE THE SOLUTIONS OR PS WITHOUT EACH SUCH PROVISION.

11. INDEMNIFICATION

11.1 Infringement. SpringCM shall defend, indemnify, and hold Customer harmless from and against any claims, actions, and other proceedings ("Claims"), and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that a Solution (excluding any Customer Content and other material provided by,

or included at the direction of, Customer) infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order. In the event of such a Claim, if SpringCM determines that an affected Solution is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SpringCM will, in its discretion: (a) replace the affected Solution; (b) modify the affected Solution to render it non-infringing; or (c) terminate this Agreement or the applicable Order with respect to the affected Solution and refund to Customer any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, SpringCM shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by Customer (or by anyone under Customer's direction or control, or using logins, IDs or passwords assigned to Customer); (ii) a modification made by SpringCM pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) the use by Customer (or by anyone under Customer's direction or control or using logins, IDs or passwords assigned to Customer) of any Solutions other than in accordance with this Agreement. This Section 11.1 sets forth Customer's sole and exclusive remedy, and SpringCM's entire liability, for any Claim that the Solutions or any other materials provided by SpringCM violate or infringe upon the rights of any third party.

11.2 Third Party Claims. Customer shall defend, indemnify, and hold SpringCM harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins, IDs or passwords assigned to Customer) use or modification of any Solution; (b) any Customer Content; or (c) Customer's violation of applicable law.

11.3 Defense. With regard to any Claim subject to indemnification pursuant to this Section 11, the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof, and the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

12. GENERAL

12.1 Changes to the Solutions. SpringCM expressly reserves the exclusive right to, without prior notice, at any time and from time to time: (a) offer new, additional, or substitute Solutions; and (b) modify, amend, or discontinue offering all or any particular Solutions. Nevertheless, during any given Subscription Order Term, SpringCM shall not, except as expressly provided elsewhere in this Agreement: (i) materially and significantly reduce or decrease the functionality and features of the Solutions provided under the applicable Order; or (ii) cease offering any of such Solutions without offering a substitute of comparable functionality and features. SpringCM may modify, improve or increase the features of any Solution from time to time at no additional cost to Customer.

12.2 Entire Agreement. With the exception of a SpringCM Software End User License Agreement (“SpringCM EULA”) associated with any user-installable software applications that constitute part of the Solutions, this Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding such subject matter, including any confidentiality or non-disclosure agreement between the Parties entered into in anticipation of this Agreement or otherwise. In addition, with the exception of a SpringCM EULA, no additional terms, policies or requirements proposed by either Party (whether in electronic form or otherwise or associated with any purchase order, payment system, order documentation or otherwise) shall be applicable to this Agreement or any Solutions or PS, at present or in the future, without the express written consent of the other Party. This Agreement may not be modified or amended except by a writing signed by an authorized representative of each of the Parties.

12.3 Conflicts. In the event of any conflict between the terms contained in the body of this Agreement and those of any Exhibit hereto, the terms of the body of this Agreement shall prevail and control. In the event of any conflict between the terms of this Agreement (or any Exhibit hereto) and those of any Order or SOW, the terms contained in the applicable Order or SOW shall control solely with respect to the subject matter of such Order or SOW. In the event of any conflict between the terms of this Agreement and those in a SpringCM EULA, the latter shall prevail and control with respect to the associated user-installable software applications that constitute part of the Solutions.

12.4 Governing Law. This Agreement shall be governed by and construed under the substantive laws of the State of Illinois, without regard to conflicts of laws provisions. The exclusive forum and venue for any claim or action brought in connection with this Agreement shall be the state and federal courts situated in Cook County, Illinois.

12.5 Severability. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement (or portion thereof) is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision (or portion thereof) shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

12.6 Survival. The provisions of this Agreement, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this Agreement (including those set forth in Sections 4, 5, 6, 7.6, 7.7, 9, 10, 11, and 12) will survive and continue as valid and enforceable rights, duties, and obligations.

12.7 Waiver. The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any right or remedy provided herein, shall not constitute a waiver of such provision, right, or remedy or in any way affect the validity of this Agreement. Any waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

12.8 Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law,

without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the Party (but excluding any assignment by Customer to a competitor of SpringCM). For avoidance of doubt, in the event of a permitted assignment by Customer of this Agreement, the Subscriptions purchased by Customer hereunder would continue to be subject to the Usage Parameters of the applicable Order, including any limits with respect to use by a specific business line, group, division, department or other organizational unit of Customer. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.9 Force Majeure. Except for payment obligations hereunder, and notwithstanding anything in this Agreement to the contrary, neither Party shall be liable, or deemed to be in default, for any delay or failure in its performance hereunder, to the extent such delay or failure results from causes beyond the Party's reasonable control, including acts or omissions of the other Party or third parties not under the direction or control of such Party, acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, third-party communications or Internet failures or interruptions, mechanical, electronic or other utility interruptions or failures, fire, explosions, floods, or other natural disasters, or any similar cause.

12.10 No Third Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Agreement neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.

12.11 Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, and except as otherwise specified herein, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by facsimile with confirmation of successful transmission.

12.12 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.13 Suggestions. Many of SpringCM's changes to user interfaces, features, and functionality come as a result of suggestions made by customers, whether in the form of suggestions, enhancement requests, recommendations or other feedback provided by a customer or its users relating to the Solutions or PS (“Suggestions”). All customers benefit from SpringCM incorporating Suggestions in future releases of the Solutions. Customer hereby grants to SpringCM an irrevocable, worldwide, royalty-free, perpetual license to use as SpringCM deems appropriate any Suggestions that Customer provides to SpringCM or its Affiliates, to incorporate such Suggestions in any form into the Solutions or PS, and to exercise any other rights with respect to such Suggestions, even if Customer has designated the Suggestions as confidential. SpringCM and

SpringCM's Affiliates shall be entitled to use any Suggestions without restriction and without obligation to Customer.

12.14 U.S. Government End-Users. The Solutions and related documentation are "commercial items," as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers acquire licenses to the Solutions and related documentation with only those rights set forth herein.

12.15 Source of Reference. SpringCM may publish Customer's logos on SpringCM's web site and refer to Customer as a customer of SpringCM in marketing materials. SpringCM may, with Customer's prior approval, which shall not be unreasonably withheld, identify Customer as a reference for SpringCM and direct potential customers to contact Customer directly regarding SpringCM's products and services, and Customer shall serve as a reference for SpringCM and reasonably discuss SpringCM's products and services with any such potential customers. Customer further agrees to cooperate with SpringCM in the creation of a customer case study detailing Customer's use of the Solutions and the benefits realized by Customer, which study will not be published or used publicly without Customer's prior approval, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their respective authorized representatives whose signatures appear below.

Agreed and accepted:

SpringCM Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

12.16 Execution. This Agreement, and any Order or SOW referencing and governed by this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

12.17 Miscellaneous. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "but not limited to." The term "person" includes individuals, corporations, partnerships, trusts, other legal entities, organizations and associations, and any government or governmental agency or authority. The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written," if such word does not already appear. References to "this Agreement" or its terms shall be interpreted to refer to the terms of this Agreement, its Exhibits, and any applicable Order or SOW. All currency amounts agreed to by the Parties shall be in U.S. dollars. The captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.

Agreed and accepted:

_____ (Customer)

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

Professional Services

This Exhibit sets forth additional terms applicable to the provision of Professional Services (or PS) by SpringCM to Customer under the SpringCM Corporate Master Subscription and Services Agreement (“Agreement”) between SpringCM and Customer that this Exhibit is incorporated into and forms part of. Capitalized terms used but not defined in this Exhibit shall have the same meanings as is given them in the body of the Agreement.

1. PROFESSIONAL SERVICES.

1.1 Description of PS. On the terms of the Agreement and this Exhibit, SpringCM will provide to Customer the PS described or defined in any SOW executed by the Parties from time to time. SpringCM is solely responsible for performing, and for supervising, managing, and directing the performance of all PS to be performed by SpringCM hereunder. SpringCM shall assign to the performance of any given PS employees and subcontractors with qualifications suitable for such PS. SpringCM may, in its sole discretion from time to time, replace any employees and subcontractors then assigned to performance of any PS with other suitably qualified employees or subcontractors.

1.2 Cooperation. Customer shall make available to SpringCM in a timely manner, at no charge, any technical data, program files, documentation, test data, sample output, and other information and resources, and any computer systems and personnel, of Customer's that are reasonably required for the performance of any given PS. Customer shall be responsible for providing timely approvals and decisions to SpringCM with regard to any PS. In addition, to the extent any PS are to be performed on-site at Customer's location, Customer shall provide to SpringCM, at no charge, such office space, services, and equipment as SpringCM reasonably requires in order to perform such PS. Customer agrees that its cooperation and the performance of its responsibilities hereunder are essential to SpringCM's ability to perform the PS and that SpringCM shall be entitled to rely on Customer's decisions and approvals in connection with providing any PS. To the extent that any PS require SpringCM to access or use any third-party products provided by Customer, Customer warrants that it shall have all rights and licenses of third parties necessary or appropriate for SpringCM to access or use such third-party products, and Customer agrees to produce evidence of such rights and licenses upon the reasonable request of SpringCM and to indemnify, defend and hold SpringCM harmless in the event of any Claim resulting from SpringCM's access to or use of any of the foregoing for purposes of providing any applicable PS.

1.3 Changes. If either Party requests a change to any relevant requirements, project plans, schedules, scopes, specifications, designs, software, hardware products, or related system environments or architecture that are either set forth in a SOW or otherwise mutually agreed upon by the Parties with respect to any PS, neither Party shall be responsible for complying with the change unless Customer and SpringCM specifically agree upon the change (and any associated changes in scope, scheduling, or fees) in writing. If any assumptions set forth in any SOW with respect to any PS prove false or incorrect, SpringCM shall not be responsible for completing any affected PS unless and until Customer and SpringCM specifically agree upon an appropriate change to the applicable SOW (and any associated changes in scope, scheduling, or fees) in writing.

1.4 Third Parties. SpringCM may retain third parties to furnish services in connection with any given PS, but the use of any such third parties shall not relieve SpringCM of its obligations hereunder.

2. FEES AND EXPENSES.

2.1 Fees. Customer shall pay to SpringCM the fees for the PS that are specified or described in the applicable SOW, in accordance with the payment schedule and terms specified therein and in the Agreement. All PS will be provided on a time and materials basis, unless otherwise stated in a SOW. Any amounts specified in a SOW as being estimates shall be non-binding and shall not create or constitute a “fixed fee” or “not-to-exceed” arrangement, unless specifically agreed to as such in the applicable SOW. Unless otherwise mutually agreed by the Parties in writing, Customer shall pay SpringCM, at SpringCM's then-prevailing time and materials rates, for any services that SpringCM performs that are outside of the scope of any PS to be provided under any SOW and that are provided at Customer's request or with Customer's prior approval.

2.2 Expenses. Unless expressly otherwise provided in an applicable SOW, Customer shall reimburse SpringCM for any out-of-pocket expenses reasonably incurred in rendering any PS, including reasonable travel and transportation expenses, lodging, and meals.

Exhibit B

Support Policies and Procedures; Availability Commitment

This Exhibit sets forth additional terms, policies, and procedures applicable to Support, and SpringCM's Availability Commitment (as defined below), regarding the Solutions to be provided by SpringCM to Customer under the Agreement that this Exhibit is incorporated into and forms part of. Capitalized terms used but not defined in this Exhibit shall have the same meanings as is given them in the body of the Agreement.

Support

Support will be provided by SpringCM throughout the Subscription Order Term for any SpringCM Solution to which Customer has purchased a Subscription pursuant to the Agreement. Support will consist of the provision by SpringCM of basic telephone, online help desk, and administrative and technical support services with respect to such SpringCM Solutions.

Hours of Operation

Support will be available from SpringCM during SpringCM's standard business hours of 7:00 a.m. to 7:00 p.m. U.S. central time, each Monday through Friday, excluding the following U.S. holidays: New Year's Day, Memorial Day, Independence Day (i.e., the Fourth of July), Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve (i.e., the day before Christmas), Christmas, and New Year's Eve (i.e., December 31st).

Customer Support Contact Information

The contact persons whom Customer has designated to SpringCM for purposes of receiving Support (each, a "Designated Contact," as further described below) will be able to contact Support at SpringCM in the following ways:

- Online: <http://servicedesk.springcm.net/>
- Telephone: 1-877-362-7273 or 1-312-881-2026 (select option 3, then option 2)
- Email: support@springcm.net
- Language: English

SpringCM will notify Customer's Designated Contacts at least thirty (30) days in advance of any planned change to any of the contact information for requesting Support from SpringCM (i.e., the telephone number, email address, or URL).

Submission of Support Requests

SpringCM provides an online help desk Support incident submission and tracking application at <http://servicedesk.springcm.net> (the "Help Desk" system). Each request for Support shall be deemed a separate "incident" (i.e., a request for Support), except to the extent requests pertain to the same underlying problem or issue (in which case, the first request for Support on the problem or issue shall control). The response times set forth in the severity level/response matrix below commence when the incident is logged into the Help Desk system by either Customer or SpringCM. SpringCM encourages its customers to use the Help Desk system. If Customer's initial contact with SpringCM with respect to an incident is by email or telephone, SpringCM shall promptly thereafter enter the incident into the Help Desk system.

As described above, requests for Support may be submitted online through SpringCM's Help Desk system or by email or telephone. Support requests received by SpringCM outside of its normal Support hours specified above will not be addressed until the following business day. SpringCM encourages all customers to utilize SpringCM's Help Desk system (<http://servicedesk.springcm.net/>) as their initial means of contacting SpringCM for Support. Support requests placed through the SpringCM Help Desk system outside of normal Support hours will be addressed at the start of the next business morning and will take precedence over new requests that come in that business day.

When submitting an incident (i.e., a request for Support), the following information regarding the incident must be provided:

- Date
- Customer name
- Designated Contact name
- Telephone Number of Designated Contact
- Email Address of Designated Contact
- Web address (i.e., URL) for accessing the applicable SpringCM Solution environment in which the incident occurred or was encountered;
- Error message (if any)
- Description of issue, including steps taken that led to the issue

Support Process

All communications by Customer with SpringCM with respect to Support incidents shall be made solely through Customer's Designated Contacts. A Designated Contact is a representative of Customer whom Customer has identified to SpringCM's Support staff in advance and in writing as being entitled to request and receive Support from SpringCM. Only Designated Contacts may access and receive Support. At any given time, Customer may have two (2) Designated Contacts and an identified back-up, as further described below, for each Designated Contact.

Before contacting SpringCM for Support, Customer shall use commercially reasonable efforts to verify that incidents are not caused by problems in Customer's computing environment, by network or Internet issues, or otherwise outside of SpringCM's control, thereby helping to avoid unnecessary or excessive SpringCM Support requests or usage by any given Designated Contact (i.e., requests or usage that significantly exceeds, in SpringCM's reasonable determination, the average usage of SpringCM Support by other, similarly situated customers). Customer agrees to designate a different Designated Contact upon SpringCM's request, if SpringCM reasonably determines that any given Designated Contact is not adhering to SpringCM's Support policies and thereby making excessive requests for, or usage of, Support. Any change or replacement of Customer's Designated Contacts must be specified in writing to SpringCM.

SpringCM recognizes that a Designated Contact may from time to time be absent due to illness, vacation, or other reasons. Therefore, Customer may identify in writing to SpringCM a back-up for each of Customer's Designated Contacts, and such back-ups may contact SpringCM for Support when the applicable Designated Contact is absent. When making a request for Support, the back-up must inform SpringCM's applicable Support staff member that he or she is calling as the temporary back-up for the applicable Designated Contact. A back-up Designated Contact may only request Support from SpringCM when the applicable Designated Contact is absent from work.

Customer's Designated Contacts and back-ups are as follows:

Designated Contact No. 1: _____
 Title or Division: _____
 Email Address: _____
 Tel: _____ Fax: _____

Back-Up Designated Contact No. 1: _____
 Title or Division: _____
 Email Address: _____
 Tel: _____ Fax: _____

Designated Contact No. 2: _____
 Title or Division: _____
 Email Address: _____
 Tel: _____ Fax: _____

Back-Up Designated Contact No. 2: _____
 Title or Division: _____
 Email Address: _____
 Tel: _____ Fax: _____

Severity Level/Response Matrix

SpringCM shall use commercially reasonable efforts to respond to requests for Support, during the Support hours specified above, in accordance with the timeframes set forth in the table below, based on the severity level of the applicable incident (as further defined and described below).

Severity Level	First Level Response	Second Level Response	Final Level Response
Critical	8 hours	5 business days	90 business days
Urgent	4 hours	Constant effort until relief is provided	90 business days
High	1 business day	30 business days	180 business days
Medium	2 business day	(not applicable)	180 business days

Severity Level Definitions:

- Critical: Errors that prevent major functions of the Solution from being used or executed.
- Urgent: Errors preventing any useful work from being done in an applicable Solution.
- High: Errors disabling only certain non-essential functions of the Solution.
- Medium: All other issues regarding a Solution.

Response Level Definitions:

- First Level Response: Initial acknowledgment of an incident by SpringCM, assignment of an incident number, and assignment of the incident to a member of SpringCM's Support staff.
- Second Level Response: Patch, workaround, temporary fix, update, or minor release implemented, if available.
- Final Level Response: Permanent fix, update, or major release developed and implemented.

Customer Obligations With Respect to Support

Upon SpringCM's reasonable request, Customer's applicable Designated Contact shall promptly obtain and provide to SpringCM any system information, transaction data, and reproducible usage scenarios that are necessary for SpringCM to recreate an incident, determine the nature of the incident, and isolate any defects in the supported SpringCM Solution. Customer agrees that SpringCM may access Customer's Solutions account(s) for the purpose of troubleshooting and facilitating SpringCM's provision of Support. Customer shall delegate SpringCM as being authorized for this purpose, through the functionality of the applicable Solution, upon SpringCM's request.

SpringCM shall have no obligation to provide Support for incidents or issues caused by: (i) any third-party computer programs, software, hardware, or other technology that does not form part of an applicable Solution, except as expressly otherwise agreed in any SOW; (ii) Customer's use of any SpringCM Solution other than in accordance with the terms of the Agreement or the documentation for the Solution made available by SpringCM; or (iii) Customer's use of any SpringCM Solution with hardware or software (including, but not limited to, operating systems) other than those specifically designated by SpringCM as being approved or compatible for use with the SpringCM Solution. In addition, SpringCM shall not be obligated to provide Support to Customer if Customer is then in default of any payment obligation to SpringCM.

Notwithstanding anything to the contrary set forth in the Agreement, SpringCM reserves the right to change its policies, procedures, and practices with respect to Support or the Availability Commitment at any time, upon providing at least thirty (30) days' prior notice thereof, which notice may be given by, among other possible methods, posting updated policies, procedures, or practices on SpringCM's Web site for the Solution. However, no such change shall materially reduce or diminish the Support provided to Customer hereunder or the benefit to Customer of the Availability Commitment.

Availability of the SpringCM Solutions

1. Definition and Calculation. SpringCM shall use commercially reasonable efforts to make each Solution (excluding any SpringCM software installed on a Customer's or User's computer and therefore not within SpringCM's control) available to Customer not less than **99.5%** of the total time during each calendar quarter during the applicable Order Term for which Customer has purchased a Subscription to the Solution, subject to the provisions of this Exhibit and the Exclusions defined below. The preceding commitment is made independently with respect to each Solution and is referred to herein as the "Availability Commitment." For any given calendar quarter and Solution, the Availability Commitment shall be calculated as follows (with the result multiplied by 100%):

$$\frac{\text{Total number of minutes that the Solution was available in the calendar quarter}}{\text{Total number of minutes in the calendar quarter less total minutes of downtime due to Exclusions}}$$

(a) As one of the Exclusions defined below, calculation of the Availability Commitment shall be subject to planned downtime, to enable SpringCM to maintain, update, or otherwise address operational issues regarding the Solutions. Planned downtime shall not exceed fifteen (15) hours per calendar quarter. SpringCM will use commercially reasonable efforts to schedule planned downtime during times intended to be less disruptive to its customers, generally on weekends, between 8:00 p.m. Central time on a Friday and 12:00 a.m. Central time on the following Monday. SpringCM will post and make its schedule of planned downtime available in advance.

(b) The measurement of any outage or unavailability of any Solution shall begin when Customer notifies SpringCM's Support staff that the affected Solution is not available, using any of the methods for requesting Support that are described in this Exhibit.

(c) The Availability Commitment will be calculated for entire calendar quarters, regardless of whether Customer's Subscriptions are active or apply only with respect to a portion of a calendar quarter.

(d) The Availability Commitment for any given Solution shall begin to apply upon the later to occur of (i) the date on which, as mutually agreed upon by SpringCM and Customer for the applicable Solution, SpringCM completes the setup and provisioning of the Solution with respect to Customer, and (ii) thirty (30) days after the "Go Live" date for the applicable Solution (i.e., the date on which Customer first starts to use the Solution as a live, production system).

(e) SpringCM may, as it deems necessary from time to time, change the location from which the Solutions are hosted and made available to Customer. SpringCM shall use commercially reasonable efforts to, whenever practicable, provide Customer with reasonable prior notice of such a location change and to minimize or limit any adverse effects of such a location change on Customer.

(f) SpringCM's performance with respect to the Availability Commitment shall be separately measured and assessed with respect to each calendar quarter. Should an outage or period of unavailability of the Solutions (other than as a result of any of the Exclusions) occur, Customer must promptly notify SpringCM thereof, as described above. If Customer reasonably believes that SpringCM has failed to meet the Availability Commitment with respect to any given calendar quarter, Customer must submit a request for a Subscription Fee Credit (as defined below) to SpringCM, through the Help Desk or via email, within fifteen (15) business days after the date that the last outage or period of unavailability of the Solutions (other than as a result of any of the Exclusions) was reported to SpringCM, as described above, with respect to such calendar quarter. Any such request for a Subscription Fee Credit shall: (i) clearly identify Customer and Customer's account number (if one is provided by SpringCM); (ii) identify the affected Solution and the dates and times of any reported outages or periods of unavailability of such Solution (other than as a result of any of the Exclusions) during the applicable calendar quarter; and (iii) specify the Web address (i.e., the URL) for accessing the Solution environment in which the applicable incident occurred.

(g) Upon receiving a request for a Subscription Fee Credit from Customer as described above, SpringCM will promptly investigate the matter and attempt to determine whether the Availability Commitment was met with respect to the applicable calendar quarter. If, on the basis of reasonable evidence, SpringCM determines that the Availability Commitment was met with respect to such calendar quarter, SpringCM will notify Customer thereof, providing reasonable supporting documentation. If, on the basis of reasonable evidence, SpringCM determines that the Availability Commitment was not met with respect to such calendar quarter, SpringCM will issue a financial credit to Customer (a "Subscription Fee Credit") in an amount equal to, for each complete hour during which the applicable Solution was unavailable for use by Customer during an outage or incident during the applicable calendar quarter that was reported by Customer to SpringCM, the appropriately prorated Subscription fees applicable to one full day's use of such Solution, up to a maximum of ten percent (10%) of the appropriately prorated Subscription Fees for the calendar quarter for the affected Solution. Any Subscription Fee Credit issued by SpringCM hereunder shall be applied to subsequent invoices issued to Customer for Subscription fees for the applicable Solution, until such credit is exhausted (or refunded to Customer, if SpringCM does not expect to issue any further invoices for Subscription fees to such Solution). Subscription Fee Credits shall not entitle Customer to any refund or other payment from SpringCM, except as expressly set forth above. Subscription Fee Credits related to any given Solution may not be transferred or applied to any other Solution or other item or account. Customer's failure to request a Subscription Fee Credit as described above (or to provide SpringCM with the information described above as to be included in a Subscription Fee request) will disqualify Customer from receiving a Subscription Fee Credit for the applicable calendar quarter and Solution.

(h) If Customer submits a Subscription Fee Credit request as described above, and SpringCM subsequently determines, as described above, that it has failed to meet the Availability Commitment, with respect to any given Solution for any three of any four consecutive calendar quarters, Customer may terminate its Subscriptions to such Solution by providing written notice of termination to SpringCM pursuant to Section 7.5 of the Agreement (without further opportunity on the part of SpringCM to cure the failure). The remedies set forth above constitute Customer's sole and exclusive remedies, and SpringCM's entire liability, with respect to any failure by SpringCM to meet the Availability Commitment.

2. Exclusions. Calculation of the Availability Commitment shall exclude (or, as applicable, shall exclude time resulting from) the following exclusions (collectively, "Exclusions"):

- Planned downtime (i.e., scheduled maintenance or a scheduled outage, as described above);
- Downtime requested by Customer;
- Downtime caused by any event outside SpringCM's control, including, but not limited to, any of the following events:
 - periods of emergency maintenance activities;
 - problems with the operation, configuration, or use of software, hardware, or other technology in Customer's computing environment, Customer data, or configurations made or administered by Customer;
 - system administration actions or omissions by Customer, system commands executed by Customer, or file transfers performed by Customer, to the extent any of these affect or are inconsistent with the normal performance parameters of any Solution;
 - changes to the Solutions made by Customer, by any third-party under the direction or control of Customer, or by SpringCM at Customer's request;
 - any denial of service or similar online attacks or events;
 - force majeure events;

- lack of availability of Customer's applicable personnel, systems, or accounts, or failure by Customer to respond in a timely manner to requests of SpringCM, with respect to incidents that require Customer's participation in identifying the source or root cause of the relevant problem or issue, in problem diagnosis or resolution efforts, or in otherwise fulfilling Customer's responsibilities relating to Support or software, hardware, or other technology in Customer's computing environment;
- interruptions, delays, failures, or outages of Internet or third-party telecommunications network connectivity or of third-party equipment, infrastructure, or other resources not under SpringCM's control.
- Customer's failure to comply with the terms of the Agreement, this Exhibit, or any documentation for the applicable Solution that Spring posts or makes available reasonably in advance of when compliance is required;
- Customer's deferral of, or failure to perform, appropriate maintenance or upgrade activity in its computing environment (e.g., Customer's failure to increase capacity of a computing device or resource), regardless of whether SpringCM advised Customer as to the need therefor;
- SpringCM's deferral of, or failure to perform, appropriate maintenance or upgrade activity with respect to the Solutions, at the express request of Customer;
- Customer's failure to promptly report an incident, problem, or issue to SpringCM upon discovery or becoming aware thereof.